although the parties cannot in all respects be fully restored to their former condition. *Conlan* v. *Roemer*, 52 N. J. L. 53, 18 Atl. 858; *Hammond* v. *Pennock*, 61 N. Y., 145.

MASTER AND SERVANT—CONTRACTS—AVOIDING LIABILITY FOR NEGLIGENCE—RELEASE—RAILROADS—JOHNSON v. CHARLESTOWN RY. CO., 32 S. E. Rep. 2, (S. C.).—2 Const. 1895, Art. 9, § 15, provides that railroad employés shall have the same rights and remedies for injuries suffered from the acts or omissions of the corporation or certain employés as are allowed by law to persons not employés, and that their representatives shall have the same right of action for their death; that knowledge of any employé of the defective or unsafe condition of ways, etc., shall be no defense to an action for injury caused thereby, except as to conductors and engineers voluntarily operating unsafe cars or engines; and that any contract, expressed or implied, made by any employé, to waive the benefit of the section shall be void. In an action for the death of an employé, the railway company by way of affirmative defense alleged that the plaintiff was a member of the Relief and Hospital department, organized for the purpose of establishing and managing a fund for the payment of definite amounts to employés. Plaintiff had received the benefits of the organization after his injury and before his death, and the company maintained that they were released from any obligation. The court being evenly divided they were forced to affirm the judgment of the court below, not allowing the administratrix to recover. Pope, J., in the main opinion maintained that the contract, because of the constitutional provision, was null and void, and being null and void could not be made valid by receiving any benefits thereunder. *Wallingford* v. *R. R. Co.*, 26 S. C. 258, 2 S. E. 19.

MASTER AND SERVANT—PROXIMATE CAUSE—NEGLIGENCE—MARYLAND STEEL CO. OF SPARROWS POINT v. MARNEY, 42 Atl. 60 (Md.).—Defendant, who was plaintiff's employer, knowingly employed an incompetent workman whose negligent management of certain apparatus brought a number of other workmen into danger. Plaintiff, a skilled workman, whose business was in the use of the same apparatus, attempted to prevent the injury to his fellow servant, and in doing so voluntarily entered into danger. He was injured and sued his employer. *Held*, that the negligence of his fellow servant was the proximate cause of the injury, and that the plaintiff's action in interposing to prevent injury to the other employés was not negligence per se. A judgment in favor of the servant was affirmed.

MORTGAGE—ASSIGNMENT—IMPLIED WARRANTY—WALLER v. STAPLY, 77 N. W. Rep. 570 (Iowa).—An assignment of a mortgage carries with it an implied warranty of the genuineness of the mortgage.

MUNICIPAL CORPORATIONS—APPROPRIATIONS—CHARITIES—STATE EX. REL. ORR v. CITY OF NEW ORLEANS ET AL. (PROTESTANT ORPHANS' HOME ET AL. INTERVENERS) 24 South. R. 666 (La.).—Constitution of the State of Louisiana declares that "no money shall be taken from the public treasury, directly or indirectly, in aid of any church, sect," etc. *Held*, this refers to public treasury of the state, and not to appropriations made by Common Councils of cities, or to money taken from city treasuries. Breaux and Muller, J. J., dissenting.

MUNICIPAL CORPORATIONS—BONDS FOR LOCATION OF COUNTY SEAT—CURATIVE ACT—VALIDITY—SCHNECK v. CITY OF JEFFERSONVILLE, 52 N. E. (Ind.)